

FY 2017-2018

Part 1 of 1



*State of North Carolina
Department of the Secretary of State*

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

SETTLEMENT AGREEMENT

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

La'Vaar Wynn, Founder and President
Fathers United, Inc.
626 Stillgreen lane
Charlotte, NC 28214

**In the Matter of: Fathers United, Inc.
CSL FILE NO.: 2018 CSL 031148**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Fathers United, Inc. to set forth compliance and the terms of agreement for payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on May 10, 2018 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on May 10, 2018, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

Director, Gail L. Eluwa, to Fathers United, Inc., assessing ONE THOUSAND DOLLARS (\$1,000.00) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Fathers United, Inc. did not appeal the Order entered on May 10, 2018 by CSL, and instead desires to enter into a settlement agreement to comply with the licensure requirement and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on or about May 24, 2018, La'Vaar Wynn, Founder and President of Fathers United, Inc., telephoned Verlyn C. Porte, CSL Attorney, regarding the Order and payment of the assessed penalty; and

WHEREAS, on June 14, 2018, CSL received Fathers United, Inc.'s Exemption Request Form; which is under review to determine if the organization satisfied the requirements for an exemption from the licensure requirement of the Charitable Solicitation Act pursuant to N.C.G.S. §131F-3(3); and

WHEREAS, on June 14, 2018, CSL and Fathers United, Inc. agreed to a reduced penalty payment in the amount of TWO HUNDRED AND FIFTY DOLLARS in settlement of the ONE THOUSAND DOLLARS assessed penalty in the May 10, 2018 Order; and

WHEREAS, on June 14, 2018, CSL received Fathers United, Inc.'s penalty payment in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250.00); and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Fathers United, Inc. through its Founder and President, La'Vaar Wynn, and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Fathers United, Inc. on May 10, 2018.
2. Fathers United, Inc. shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before June 29, 2018 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
Post Office Box 29622
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
2 South Salisbury Street
Raleigh, NC 27601

3. If the two copies of the fully executed settlement agreement are not received on or before the June 29, 2018 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL agrees to issue Fathers United, Inc. an exemption from the licensure requirement of the Charitable Solicitation Act upon completion of the requirements.

5. Fathers United, Inc. agrees that by entering into this Settlement Agreement, it will request a charitable solicitation license or an exemption from the licensure requirement of the Charitable Solicitation Act within the timeline established by CSL's policy; and acknowledges that failure to timely obtain a license or request an exemption may result in the issuance of additional financial penalties.

6. Fathers United, Inc. acknowledges that by entering into this Settlement Agreement, it agrees not to contest the May 10, 2018 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

7. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

8. Entry into this Settlement Agreement by Fathers United, Inc. is not an admission of liability for the violations set forth in the Order of May 10, 2018. Fathers United, Inc., however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing

on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

9. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

10. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

11. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

12. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

13. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

14. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

15. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

16. This Settlement Agreement shall first be signed by La'Vaar Wynn, Founder and President, Fathers United, Inc., under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which La'Vaar Wynn, signs under oath before a Notary Public on behalf of Fathers United, Inc.

La'Vaar Wynn, Founder and President
Fathers United, Inc.

Sworn to and subscribed before me,

This the _____ day of _____, 2018.

Notary Public

SEAL

County and State

My commission expires: _____

Gail L. Eluwa, Director
Charitable Solicitation Licensing Division
North Carolina Secretary of State

Sworn to and subscribed before me,

This the _____ day of _____, 2018.

Notary Public

SEAL

County and State

My commission expires: _____

USPS Tracking®

Track Another Package +

Tracking Number: 7017145000035037818

Remove

Status



Your item was delivered at 11:16 am on June 25, 2018 in
CHARLOTTE, NC 28216.

June 25, 2018 at 11:16 am
Delivered
CHARLOTTE, NC 28216

[Get Updates](#) ✓

Tracking

F

Tuesday, Jun 26, 2018 07:26 AM

CERTIFIED MAIL
 PLACE STICKER AT TOP OF MAIL PIECE TO THE RIGHT OF THE RETURN ADDRESS FOR RETURN TO SENDER

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

IP
 LAVAAR WYNN, OFFICER
 FATHER'S UNITED INC
 626 STILLGREEN LN
 CHARLOTTE NC 28214-1354

A. Signature ☐ Agent
[Signature] ☐ Addressee
 B. Received by (Printed Name) ☐ Date of Delivery
[Signature]
 C. Date of Delivery
 JUN 25 2018
 D. Is delivery address different from item 1? ☐ Yes
 If YES, give delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☒ Priority Mail Express™
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7017 1450 0000 3503 7816

PS Form 3811, July 2013

Domestic Return Receipt

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into between **Melanie Morrison** ("Morrison"), on behalf of **Carolina Canine Rescue** ("CCR"), a North Carolina non-profit corporation, and **Gail Eluwa, Director, Charitable Solicitation Licensing Division** (the "Division"), on behalf of the North Carolina Department of the Secretary of State (the "Department"), in the above-captioned contested case pending in the North Carolina Office of Administrative Hearings under file no. 18 SOS 1676; and

That in the above-captioned matter, Morrison appealed from an administrative order issued by the Department on January 8, 2018 which found that CCR was not in compliance with the North Carolina Charitable Solicitation Act (N.C. Gen. Stat. § 131F-1 *et seq.*) (the "Act") and imposed a \$2,000 penalty upon CCR for various violations of the Act; and

That CCR is now in compliance with the Act having been granted exempt status by the Division and that such exemption is valid until May 15, 2019; and

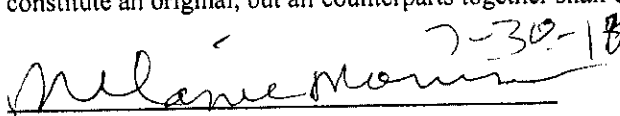
That the parties now wish to resolve this matter as follows:

1. The Department agrees to accept \$1,000 in full and final satisfaction of the penalties imposed by the January 8, 2018 Administrative Order;
2. In consideration for the Department's agreement to reduce the penalty amount to \$1,000, Morrison will voluntarily dismiss the contested case pending in the North Carolina Office of Administrative Hearings, file no. 18 SOS 1676, with prejudice.
3. Morrison agrees to pay to the Department the sum of \$1,000 no later than July 30, 2018. Payment is to be by certified funds and payable to the North Carolina Department of the Secretary of State and delivered to Gail Eluwa, Director, Charitable Solicitation Licensing Division, P.O. Box 29622, Raleigh, NC 27626-0622.
4. Morrison acknowledges and agrees that the Division retains all authority on behalf of the Department to take action against CCR for any future violation of the Act or applicable Rules found in Chapter 11 of title 18 of the North Carolina Administrative Code.

Further, Morrison attests that she enters into this Agreement voluntarily and after ample opportunity to review this document with any individuals, advisors and counsel so desired.

This Agreement set forth herein is the entire agreement between the parties and shall be governed by North Carolina law.

This Agreement may be signed in counterparts, each of which when signed and delivered shall constitute an original, but all counterparts together shall constitute a single agreement.

 7-30-18

Melanie Morrison, on behalf of
Carolina Canine Rescue

Date

 8/8/18

Gail Eluwa
Director, Charitable Solicitation
Licensing Division, North Carolina Department
of the Secretary of State

Date



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING

CERTIFIED MAIL RETURN RECEIPT REQUESTED

February 7, 2018

Cheryl A. Peters, Vice President of the Board of Directors
Animal Protection Society of Person County, Inc.
P.O. Box 291
Roxboro, NC 27573

Re: Settlement Agreement

Dear Ms. Peters:

Please find enclosed the Settlement Agreement regarding the January 5, 2018 Administrative Order with penalty (hereinafter, Order). The Agreement resolves all issues in the Order issued by the Charitable Solicitation Licensing Division of the North Carolina Department of the Secretary of State. I have enclosed two originals of the Agreement. **Please sign both copies before a Notary and return both of the originals to our office** for signature by the CSL Director, Gail L. Eluwa, before a notary. The Division will mail you a copy to retain for your records.

As the Agreement states, both signed original Agreements should be returned to CSL on or before February 20, 2018. Should you fail to execute the Agreement by the aforementioned deadline, the entire financial penalty assessed in the Order, in the amount of \$1000.00 (One Thousand Dollars) shall immediately become due for failure to comply with the terms of this Agreement. The regular and overnight mailing addresses of CSL are in the Agreement.

I look forward to receiving the signed Settlement Agreement. Please let me know if you have any questions or need further information regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Verlyn C. Porte".

Verlyn C. Porte,
CSL Attorney & Enforcement Supervisor



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

SETTLEMENT AGREEMENT

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Cheryl A. Peters, Vice President of the Board of Directors
Animal Protection Society of Person County, Inc.
P.O. Box 291
Roxboro, NC 27573

**In the Matter of: Animal Protection Society of Person County, NC
CSL FILE NO.: 2017 CSL 101117**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Animal Protection Society of Person County, Inc. to set forth compliance and the terms of agreement for payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on January 5, 2018 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on January 5, 2018, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

Director, Gail L. Eluwa, to Animal Protection Society of Person County, Inc., assessing ONE THOUSAND DOLLARS (\$1,000.00) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Animal Protection Society of Person County, Inc. did not appeal the Order entered on January 5, 2018 by CSL, and instead desires to enter into a settlement agreement to comply with the licensure requirement and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on or about January 24, 2018, Cheryl Peters, Vice President of the Board of Directors and other Board Members of Animal Protection Society of Person County, Inc., telephoned Verlyn C. Porte, CSL Attorney, regarding the Order and payment of the assessed penalty; and

WHEREAS, on January 30, 2018, CSL received Animal Protection Society of Person County, Inc.'s Exemption Request Form; and on February 6, 2018, the organization satisfied the requirements for an exemption from the licensure requirement of the Charitable Solicitation Act pursuant to N.C.G.S. §131F-3(3); and

WHEREAS, on February 2, 2018, CSL and Animal Protection Society of Person County, Inc. agreed to a reduced penalty payment in the amount of FIVE HUNDRED DOLLARS in settlement of the ONE THOUSAND DOLLARS assessed penalty in the January 5, 2018 Order; and

WHEREAS, on February 5, 2018, CSL received Animal Protection Society of Person County, Inc.'s penalty payment in the amount of FIVE HUNDRED DOLLARS (\$500.00); and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Animal Protection Society of Person County, Inc. through its Vice President of the Board, Cheryl A. Peters, and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Animal Protection Society of Person County, Inc. on January 5, 2018.

2. Animal Protection Society of Person County, Inc. shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before February 20, 2018 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
Post Office Box 29622
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
2 South Salisbury Street
Raleigh, NC 27601

3. If the two copies of the fully executed settlement agreement are not received on or before the February 20, 2018 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL agreed to issue Animal Protection Society of Person County, Inc. an exemption from the licensure requirement of the Charitable Solicitation Act effective February 6, 2018, with an expiration date of May 15, 2019.

5. Animal Protection Society of Person County, Inc. agrees that by entering into this Settlement Agreement, it will request a charitable solicitation license or an exemption from the licensure requirement of the Charitable Solicitation Act within the timeline established by CSL's policy; and acknowledges that failure to timely obtain a license or request an exemption may result in the issuance of additional financial penalties.

6. Animal Protection Society of Person County, Inc. acknowledges that by entering into this Settlement Agreement, it agrees not to contest the January 5, 2018 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

7. The parties agree that CSL does not waive any authority on behalf of the

Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

8. Entry into this Settlement Agreement by Animal Protection Society of Person County, Inc. is not an admission of liability for the violations set forth in the Order of January 5, 2018. Animal Protection Society of Person County, Inc., however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

9. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

10. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

11. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

12. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

13. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

14. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

15. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

16. This Settlement Agreement shall first be signed by Cheryl A. Peters, Vice President of the Board of Director, Animal Protection Society of Person County, Inc., under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which Cheryl A. Peters signs under oath before a Notary Public on behalf of Animal Protection Society of Person County, Inc.

Cheryl A. Peters, Vice President of the Board of Directors,
Animal Protection Society of Person County, Inc.

Sworn to and subscribed before me,

This the _____ day of _____, 2018.

Notary Public

SEAL

County and State

My commission expires: _____

Gail L. Eluwa, Director
Charitable Solicitation Licensing Division
North Carolina Secretary of State

Sworn to and subscribed before me,

This the _____ day of _____, 2018.

Notary Public

SEAL

County and State

My commission expires: _____

USPS Tracking®

Track Another Package +

Tracking Number: 70140510000164620148

Your item was delivered at 1:00 pm on February 12, 2018
in ROXBORO, NC 27573.

Status

 **Delivered**

February 12, 2018 at 1:00 pm
Delivered
ROXBORO, NC 27573

Get Updates ∨

Remove X

Tracking

FAQs

Wednesday, Feb 14, 2018 07:18 AM

USPS Tracking®

Tracking

FAQs

[Track Another Package](#) +

Tracking Number: 70140510000164573987

[Remove](#) X

Status

 **Delivered**

February 26, 2018 at 9:57 am
Delivered
ROXBORO, NC 27573

[Get Updates](#) ✓

Your item was delivered at 9:57 am on February 26, 2018
in ROXBORO, NC 27573.

Delivered

Tuesday, Feb 27, 2018 08:49 AM

NOV 21 1993

SENDE: ... TO THE RIGHT
ON THE RETURN ADDRESS, FOLD AT TOP OF ENVELOPE
FOLD HERE TO RETURN TO THE RIGHT

SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

12

5 EX005140 EX
CHERYL A PETERS, VICE PRESIDENT
ANIMAL PROTECTION SOCIETY OF PERSON COUNTY INC.
PO BOX 291
ROXBORO NC 27573

A. Signature
Cheryl A Peters
B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No
FEB 26 2018
USPS

3. Service Type
☐ Certified Mail ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7014 0510 0001 6457 3987
(Transfer from service label)

PS Form 3811, July 2013 Domestic Return Receipt



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

SETTLEMENT AGREEMENT

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Brittany Saad, President
Love of Lacey Equine Rescue
215 Huckleberry Lane
Erwin, NC 28339

In the Matter of: Love of Lacey Equine Rescue
CSL FILE NO.: 2017 CSL 101122

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Love of Lacey Equine Rescue to set forth compliance and the terms of agreement for payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on December 19, 2017 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on December 19, 2017, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

Director, Gail L. Eluwa, to Love of Lacey Equine Rescue, assessing TWO THOUSAND DOLLARS (\$2,000.00) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Love of Lacey Equine Rescue did not appeal the Order entered on December 19, 2017 by CSL, and instead desires to enter into a settlement agreement to comply with the licensure requirement and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on or about February 27, 2018, Brittany Saad, President of Love of Lacey Equine Rescue, emailed Verlyn C. Porte, CSL Attorney, regarding the Order and payment of the assessed penalty; and

WHEREAS, on January 9, 2018, CSL received Love of Lacey Equine Rescue's Exemption Request Form; and on June 6, 2018, the organization satisfied the requirements for an exemption from the licensure requirement of the Charitable Solicitation Act pursuant to N.C.G.S. §131F-3(3); and

WHEREAS, on June 18, 2018, CSL and Love of Lacey Equine Rescue agreed to a reduced penalty payment in the amount of FIVE HUNDRED DOLLARS in settlement of the TWO THOUSAND DOLLARS assessed penalty in the December 19, 2017 Order; and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Love of Lacey Equine Rescue through its President, Brittany Saad, and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Love of Lacey Equine Rescue on December 19, 2017.

2. Love of Lacey Equine Rescue agrees to submit twenty payments of twenty-five dollars (\$25.00) monthly to CSL, beginning June 2018, until it has satisfied the reduced penalty in the amount of five hundred dollars (\$500.00).

3. Love of Lacey Equine Rescue shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before June 29, 2018 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
Post Office Box 29622
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division

2 South Salisbury Street
Raleigh, NC 27601

3. If the two copies of the fully executed settlement agreement are not received on or before the June 29, 2018 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL agreed and has issued Love of Lacey Equine Rescue an exemption from the licensure requirement of the Charitable Solicitation Act effective June 6, 2018, with an expiration date of May 15, 2019.

5. Love of Lacey Equine Rescue agrees that by entering into this Settlement Agreement, it will request a charitable solicitation license or an exemption from the licensure requirement of the Charitable Solicitation Act within the timeline established by CSL's policy; and acknowledges that failure to timely obtain a license or request an exemption may result in the issuance of additional financial penalties.

6. Love of Lacey Equine Rescue acknowledges that by entering into this Settlement Agreement, it agrees not to contest the December 19, 2017 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

7. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

8. Entry into this Settlement Agreement by Love of Lacey Equine Rescue is not an admission of liability for the violations set forth in the Order. Love of Lacey Equine Rescue, however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

9. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

10. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

11. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

12. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

13. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

14. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

15. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

16. This Settlement Agreement shall first be signed by Brittany Saad, President, Love of Lacey Equine Rescue under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which Brittany Saad signs under oath before a Notary Public on behalf of Love of Lacey Equine Rescue.

Brittany Saad, President,
Love of Lacey Equine Rescue

Sworn to and subscribed before me,

This the _____ day of _____, 2018.

SEAL

Notary Public

County and State

My commission expires: _____

Gail L. Eluwa, Director
Charitable Solicitation Licensing Division
North Carolina Secretary of State

Sworn to and subscribed before me,

This the _____ day of _____, 2018.

SEAL

Notary Public

County and State

My commission expires: _____

USPS Tracking®

Tracking

F7

Track Another Package +

Tracking Number: 70171450000035037801

Remove

Expected Delivery on

Status

THURSDAY

 **Delivered**

21

JUNE
2018 ⓘ

by

8:00pm ⓘ

June 21, 2018 at 1:34 pm
Delivered, Left with Individual
ERWIN, NC 28339

Get Updates ✓

CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

5 EX004981 EX ■■■■■■■■■■
BRITTANY SAAD, PRESIDENT
LOVE OF LACEY EQUINE RESCUE
215 HUCKLEBERRY LN
ERWIN NC 28339

THIS SECTION ON DELIVERY

A. Signature

X ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
6-21-13

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

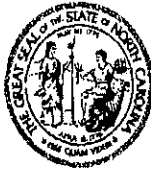
2. Article Number

(Transfer from service label)

7017 1450 0000 3503 7801

PS Form 3811, July 2013

Domestic Return Receipt



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

CERTIFIED MAIL RETURN RECEIPT REQUESTED

March 27, 2018

Mark Sigmon, President
Hearts and Hope Foundation, Inc.
4750 Lazy Lane
Denver, NC 28037

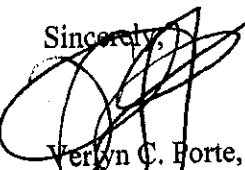
Re: Settlement Agreement

Dear Mr. Sigmon:

Please find enclosed the signed Settlement Agreement between the North Carolina Department of the Secretary of State, Charitable Solicitation Licensing Division (hereinafter, "CSL") and Hearts and Hope Foundation, Inc. to retain for your records. This agreement reflects the resolution of the issues in the August 11, 2017 Administrative Order and requires your organization to timely comply with the Charitable Solicitation Act, by either requesting an exemption from the licensure requirement, or applying for a charitable solicitation license annually.

If you have any questions or concerns regarding this matter, please feel free to contact me at: 919-814-5575.

Sincerely,


Verlyn C. Forte,
CSL Attorney & Enforcement Supervisor



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

SETTLEMENT AGREEMENT

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mark Sigmon, President, Hearts and Hope Foundation, Inc.
Hearts and Hope Foundation, Inc.
4750 Lazy Lane
Denver, NC 28037

In the Matter of: Hearts and Hope Foundation, Inc.
CSL FILE NO.: 2017 CSL 081100

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Hearts and Hope Foundation, Inc. to set forth compliance and the terms of agreement for payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on August 11, 2017 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on August 11, 2017, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

Director, Gail L. Eluwa, to Hearts and Hope Foundation, Inc., assessing ONE THOUSAND DOLLARS (\$1,000.00) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Hearts and Hope Foundation, Inc. did not appeal the Order entered on August 11, 2017 by CSL, and instead desires to enter into a settlement agreement to comply with the licensure requirement and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on February 13, 2018, CSL received Hearts and Hope Foundation, Inc.'s charitable solicitation license application; which is under review to determine if it satisfies the licensure requirement of the Charitable Solicitation Act pursuant to N.C.G.S. §131F-5; and

WHEREAS, on or about February 20, 2018, Forrest Wesley Sigmon, Secretary, Hearts and Hope Foundation, Inc., telephoned Verlyn C. Porte, CSL Attorney, regarding the Order and payment of the assessed penalty; and

WHEREAS, on February 22, 2018, CSL and Hearts and Hope Foundation, Inc. agreed to a reduced penalty payment in the amount of FIVE HUNDRED DOLLARS in settlement of the ONE THOUSAND DOLLARS assessed penalty in the August 11, 2017 Order; and

WHEREAS, on March 5, 2018, CSL received Hearts and Hope Foundation, Inc.'s penalty payment in the amount of FIVE HUNDRED DOLLARS (\$500.00); and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Hearts and Hope Foundation, Inc. through its President, Mark Sigmon, and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Hearts and Hope Foundation, Inc. on August 11, 2017.

2. Hearts and Hope Foundation, Inc. shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before March 16, 2018 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
Post Office Box 29622
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
2 South Salisbury Street
Raleigh, NC 27601

3. If the two copies of the fully executed settlement agreement are not received on or before the March 16, 2018 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL agrees to issue Hearts and Hope Foundation, Inc. a charitable solicitation license or an exemption from the licensure requirement of the Charitable Solicitation Act if it satisfies the statutory guidelines.

5. Hearts and Hope Foundation, Inc. agrees that it will comply with CSL's notices and timely submit any documents required to obtain a charitable solicitation license or an exemption from the licensure requirement of the Charitable Solicitation Act.

6. Hearts and Hope Foundation, Inc. agrees that by entering into this Settlement Agreement, it will request a charitable solicitation license or an exemption from the licensure requirement of the Charitable Solicitation Act within the timeline established by CSL's policy; and acknowledges that failure to timely obtain a license or request an exemption may result in the issuance of additional financial penalties.

7. Hearts and Hope Foundation, Inc. acknowledges that by entering into this Settlement Agreement, it agrees not to contest the August 11, 2017 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

8. The parties agree that CSL does not waive any authority on behalf of the

Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

9. Entry into this Settlement Agreement by Hearts and Hope Foundation, Inc. is not an admission of liability for the violations set forth in the Order of August 11, 2017. Hearts and Hope Foundation, Inc., however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

10. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

11. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

12. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.


13. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

14. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

15. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

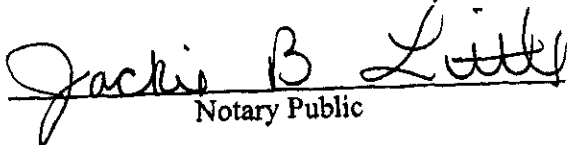
16. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

17. This Settlement Agreement shall first be signed by Mark Sigmon, President, Hearts and Hope Foundation, Inc., under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which Mark Sigmon signs under oath before a Notary Public on behalf of Hearts and Hope Foundation, Inc.


Mark Sigmon, President, Hearts and Hope Foundation, Inc.

Sworn to and subscribed before me,

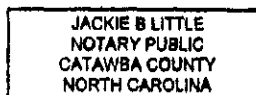
This the 15th day of March, 2018.


Notary Public

Catawba, NC
County and State

My commission expires: 10-19-20

SEAL



Gail L. Eluwa

Gail L. Eluwa, Director
Charitable Solicitation Licensing Division
North Carolina Secretary of State

Sworn to and subscribed before me,

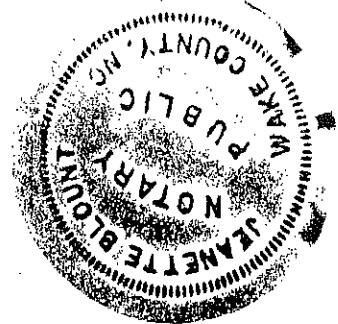
This the 26 day of March, 2018.

Jeanette Blount
Notary Public

Wake North Carolina
County and State

My commission expires: 6-27-2021

SEAL



USPS Tracking®

[FAQs > \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)**Track Another Package +****Tracking Number:** 70140510000164402478

Remove X

Your item was delivered at 11:46 am on April 2, 2018 in DENVER, NC 28037.

Delivered

April 2, 2018 at 11:46 am

Delivered

DENVER, NC 28037

Get Updates ▼

Text & Email Updates

Tracking History

Product Information

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

CERTIFIED MAIL

IN ON DELIVERY

SENDER: COMPLETE

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

☐ Agent
☐ Addressee

B. Received by (Printed Name) Kim Ratteer

C. Date of Delivery 4-2-13

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

1. Article Addressed to:

5 EX005249 EX
KIM RATTEER, TREASURER
HEARTS AND HOPE FOUNDATION INC.
4750 LAZY LN
DENVER NC 28037-0000

3. Service Type

☐ Certified Mail[®] ☐ Priority Mail Express[™]
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7014 0510 0001 6440 2478

PS Form 3811, July 2013

Domestic Return Receipt